

ZB# 85-6

Franklin Associates

23-1-53

RETAKE
OF
PREVIOUS
DOCUMENT



Prelim. meeting

1/28/85

Public Hearing:

2/11/85.

1/31/85. CPD ~~to be~~ notified! ✓

1/29/85 List from Assessors ✓
Office.

Fee \$50.00 ✓

Paid - 1/31/85 ✓

to Town Clerk's

Office on 2/11/85.

~~Decision~~

needed

Use Variance

Granted - 2/11/85.

#85-6 - Franklin Assoc. (Barclay Mann, Inc.)

TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, N. Y. 12550		General Receipt		6238
		Feb. 11		19 85
Received of		<i>Franklin Associates</i>		\$ <i>50.00</i>
		<i>Fifty and 00/100</i>		DOLLARS
For		<i>Z.B.A. Application Fee 85-6</i>		
DISTRIBUTION:				
FUND	CODE	AMOUNT		
<i>50.00</i>	<i>Cash</i>			
		By <i>Pauline J. Tournant</i>		
		<i>Town Clerk</i>		EC
		Title		

Williamson Law Book Co., Rochester, N. Y. 14609

Oxford

ESSEITE

MADE IN U.S.A.

NO. 753 1/3

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RETAKE
OF
PREVIOUS
DOCUMENT

ZB# 85-6

Franklin Associates

23-1-53

Prelim. meeting

1/28/85

Public Hearing:

2/11/85.

1/31/86. OKD ~~to be~~ notified ✓

1/29/86 List from Assessors' Office. ✓

Fee \$50.00 ✓

Paid - 1/31/85 ✓

to Town Clerk's

Office on 2/11/85.

Decision
Waived

Use Variance
Granted - 2/11/85.

#85-6 - Franklin Assoc. (Barclay Manor Inc.)

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DISTRIBUTION:				
FUND	CODE	AMOUNT		
50.00	Cash			
			By Pauline J. Tournant	
			Town Clerk	cc
			Title	

Williamson Law Book Co., Rochester, N. Y. 14609

Oxford

ESTATE

MADE IN U.S.A.

NO. 753 1/3

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x
In the Matter of the Application of

FRANKLIN ASSOCIATES

DECISION GRANTING
USE VARIANCE

85-6
-----x

WHEREAS, FRANKLIN ASSOCIATES of 100 Hamilton Plaza,
Paterson, New Jersey 07505, has made application before the
Zoning Board of Appeals for a use variance for the purposes of:
conversion of former A & P structure to professional offices for use by ;
Kollmorgen Corp.,
and

WHEREAS, a public hearing was held on the 11th day of
February, 1985 at the Town Hall, 555 Union Avenue, New
Windsor, New York; and

WHEREAS, applicant appeared by its attorney, Irving Pesetzky,
Squire Village, New Windsor, N. Y. 12550; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New
Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents
and businesses as prescribed by law and published in The Sentinel, also
as required by law.

2. The evidence shows: that the structure will be converted
for purposes of leasing to Kollmorgen Corp. to professional offices for
engineering and design with small model shop and computer room.

3. The evidence shows: that premises has been vacant for
approximately 4 years and has been unable to yield a reasonable return as
zoned.

4. The evidence shows: that owner has tried to sell or lease building as a food store and has had property listed with several area brokers with no favorable results.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of law in this matter:

1. The evidence indicates that the aforesaid circumstances or conditions are such that the strict application of the provisions of the local law would deprive the applicant of the reasonable use of such land or building.

2. The evidence indicates that the plight of the applicant is due to unique circumstances and not to general conditions suffered by other persons within the same zone.

3. The evidence shows that the application as presented does not alter the essential character of the neighborhood.

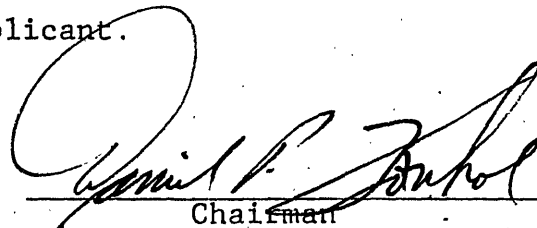
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor grants a use variance as applied for and in connection with plans presented at the public hearing and in accordance with restrictions set forth in attached letter dated February 13, 1985.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and the applicant.

Dated: February 25, 1985.


Chairman



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK
(914) 565-8550

February 13, 1985

Irving Pesetzky, Esq.
Squire Village
Route 94
New Windsor, N. Y. 12550

RE: APPLICATION FOR USE VARIANCE - FRANKLIN ASSOCIATES
#85-6

Dear Mr. Pesetzky:

This is to confirm that the Zoning Board of Appeals granted a use variance in the above matter at a public hearing held on February 11, 1985.

The following restrictions were attached thereto:

The use variance was granted to FRANKLIN ASSOCIATES until 12/87 with option of renewing for a four-year period;

That the use variance is granted as an auxiliary to the professional office use for up to 1,500 sq. ft. to be used for research, development and model shop with model makers for the construction and assembly of prototypes with no storage of hazardous chemicals or materials;

Allowable noise level is to be in the area of 90 decibels and not to exceed said area;

Hours of operation: 8 a.m. to 4:30 p.m. weekdays.

Formal decision will be drafted and acted upon by the ZBA at an upcoming meeting. You will be receiving a copy of same by return mail.

Very truly yours,

PATRICIA DELIO
Secretary to ZBA

/pd

cc: Town Planning Board
Town Building/Zoning Officer

AGENDA:

7:30 p.m. ROLL CALL

Motion to accept the minutes of the 2/11/85 meeting as written.

PRELIMINARY MEETINGS:

1. MARONEY, JAMES - Applicant requires several area variances to construct addition on existing building located on Union Avenue (OLI zone).
Variances required: (1) Frontyard; (2) Sideyard; (3) Height; and (4) .06% of floor area. Greg Shaw of Shaw Engineering present representing owner. Referred by Planning Board.
2. RONSINI, NICHOLAS - Use variance to operate beauty shop in R-4 zone - Temple Hill Road at Union Ave. intersection.
3. MINUTA, ROBERTO - Request for frontyard variance of 10.2 ft. for construction of one-family dwelling. Foundation already set. Applicant/owner Minuta appearing.
4. UNION AVENUE ENTERPRISES, INC. - Request for sign variance at law offices located at 873 Union Avenue. James R. Loeb, Esq. of Drake, Sommers, Loeb & Tarshis, P.C. present with sketches of sign.

NO PUBLIC HEARINGS ARE SCHEDULED FOR THIS MEETING.

Motion to accept formal decisions (1) FRANKLIN ASSOCS.
(2) MIGLIORI, ANDREW

Adjournment



Louis Heimbach
County Executive

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

Peter Garrison, Commissioner
Richard S. DeTurk, Deputy Commissioner
Paul Costanzo, Director of Community Development

March 1, 1985

Mr. Daniel Konkol, Chairperson
Town of New Windsor Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12550

Re: Application of Franklin Associates for Use Variance
to Permit Conversion of Former A & P to Professional Offices/Uses
N.Y.S. Route 94
Our File No. NWT 3-85-M

Dear Mr. Konkol:

The application referenced above has been referred to us for consideration pursuant to the applicable provisions of Article 12-B, Section 239, Paragraphs 1 and m of the General Municipal Law of the State of New York.

Given that the NC Zone provides for professional offices and given that there are no apparent serious planning or inter-agency issues requiring resolution, Orange County Department of Planning and Development approval is hereby granted.

Sincerely,

Peter Garrison
(mj)

Peter Garrison
Commissioner of Planning & Development

PG:mj
Enclosure

RECEIVED
ATTORNEY'S OFFICE
TOWN OF NEW WINDSOR

MAR 5 1985

BY: *Patricia Delis*

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

85-6

Date: 1/29/85

I. Applicant Information:

- (a) FRANKLIN ASSOCS., Suite 400, Box 21, Paterson, N.J. 07505
(Name, address and phone of Applicant) (Owner)
- (b) KOLLMORGEN CORP., Little Britain Rd., New Windsor, NY (Lessee)
(Name, address and phone of purchaser or lessee)
- (c) Irving Pesetzky, Squire Village, Rt. 94, New Windsor, NY
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☒ Use Variance and/or ☐ Sign Variance
INTERPRETATION
- ☐ Area Variance ☐ Special Permit

III. Property Information:

- (a) NC Route 94, New Windsor, NY 23-1-53 3.0 acres +
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 12/29/82
- (e) Has property been subdivided previously? No When? _____
- (f) Has property been subject of variance or special permit previously? no When? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? Yes - 1/25/85.
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No outside storage anticipated.

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use Regs., Col. A, to allow:
(Describe proposal) Former A & P structure will be converted and leased by Kollmorgen Corp. to professional offices for engineering and design with small model shop and computer room.

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Premises has been vacant for approximately 4 years and has been unable to yield a reasonable return as zoned. Owner has tried to lease building as food store and has had property listed with several brokers with no favorable results.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage*	%	%
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	sq.ft.	sq.ft.	sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the use and structures proposed for the special permit.

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

There will be no outside structural changes to the building except plans for beautification of area. Boards will be removed. Approximately 1,500 sq. ft. will be utilized for model shop. Forty-five employees are anticipated, mostly engineers. No noise, dust or interference of any kind is anticipated from proposed use.

IX. Attachments required:

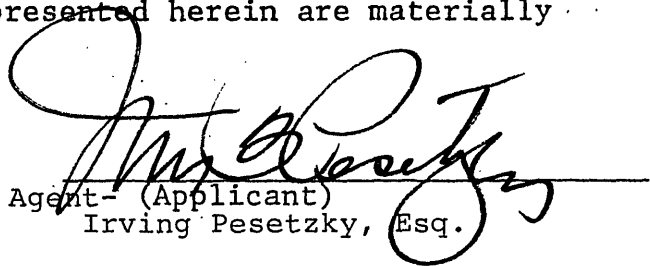
- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ n/a Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR.
- ☒ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 1/29/85

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


Agent - (Applicant)
Irving Pesetzky, Esq.

Sworn to before me this

31st day of January, 1985.


PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 5970775
Qualified in Orange County
Commission Expires March 30, 1985

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

NEW WINDSOR ZONING BOARD OF APPEALS
Regular Session
February 11, 1985

MEMBERS PRESENT: Daniel P. Konkol, Chairman
Jack Babcock, Vice Chairman
James Nugent
John Pagano
Vincent Bivona
Joseph Skopin

MEMBERS ABSENT: Richard Fenwick

ALSO PRESENT: Andrew S. Krieger, Esq.,
Attorney for Board
Patrick Kennedy, Bldg/Zoning Inspector
Patricia Delio, Secretary

The February 11, 1985th session of the Zoning Board of Appeals was called to order at 7:30 p.m. by Chairman Daniel P. Konkol. Secretary called the roll.

Motion followed by James Nugent, seconded by John Pagano to accept the minutes of the 1/28/85 meeting as written. ROLL CALL: 4-0. (Two members not present for motion).

PRELIMINARY MEETING:

CUMBERLAND FARMS - Request for construction of food market and gasoline filling station on Union Avenue/Browning Road in an R-4 (residential - one family) zone. Proposed use not permitted in zone. In accordance with notice of disapproval received from Building Inspector Kennedy, a use variance and special permit are required (special permit for gasoline pumps). Owner of property is Fred Warmers; CUMBERLAND FARMS is contract purchaser. Elias D. Grevas, L. S., present, representing applicant.

Mr. Warmers was present with Mr. Grevas and both presented a plan of the proposed operation. Mr. Grevas stated that there are no present plans for the balance of the property and that Cumberland plans to purchase entire piece. Mr. Grevas presented a piece of correspondence dated 2/8/85 from Unireal (Starin) stating that the property has been for sale, as zoned, for a number of years.

Chairman Konkol requested that a copy of the deed and/or contract of sale be presented at future date with photographs of the property in question.

Motion then followed by James Nugent, seconded by John Pagano to schedule a public hearing upon the return of the paperwork. ROLL CALL: 6-0.

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February 11, 1985

PUBLIC HEARING in the Matter of the Application of FRANKLIN ASSOCIATES (BARCLAY MANOR, INC.) and request for use variance to lease former A & P structure to Kollmorgen Corp./Macbeth for purpose of professional building with design center, model shop and computer room in an NC (neighborhood/commercial) zone.

Irving Pesetzky, Esq., attorney for FRANKLIN ASSOCIATES (owners) was present and presented: (1) Applications; (2) Affidavit of Publication in The Sentinel; (3) List from Assessor's Office containing 70 names and addresses from adjacent property owners; (4) 63 return receipts from adjacent property owners; (5) Copy of Deed; (6) Copy of Lease; (7) Site Plan; (8) Fee in the sum of \$50.00 for variance application.

Also present was Mr. Myron Langer, Director of Engineering of Kollmorgen/Macbeth. Mr. Langer presented copies of the proposal from Kollmorgen Corporation. Mr. Langer stated that the hours of operation would be from 8 a.m. to 4:30 p.m. on weekdays; only office personnel to be manning operation on weekends. All equipment to be used in the model shop is FCC registered. Noise level will be minimal. There will be no sign on building; only free-standing sign will be replaced.

Mr. Pesetzky stated that Orange County Planning Dept. was notified, but no response has been received to date.

There were approximately 2 spectators present for the meeting and, although no objections to the application were voiced, spectators present had some question concerning the noise level and/or interference with reception.

Public hearing was recorded on Tape #137 and #138 on file in Secretary's office.

After the close of the public hearing, motion was made by Jack Babcock, seconded by Joseph Skopin to grant a use variance to FRANKLIN ASSOCIATES with the following restrictions attached thereto: (1) Use variance granted to applicant until 12/87 with option of renewing for a four-year period; (2) The use variance is granted as an auxiliary to the professional office use for up to 1,500 sq. ft. to be used for research, development and model shop with model makers for the construction and assembly of prototypes with no storage of hazardous chemicals or materials; (3) Allowable noise level is to be in the area of 90 decibels and not to exceed same; (4) Hours of operation: 8 a.m. to 4:30 p.m. weekdays.

ROLL CALL:	Mr. Skopin:	Yes
	Mr. Bivona:	Yes
	Mr. Pagano:	Abstaining
	Mr. Nugent:	Yes
	Mr. Babcock:	Yes
	Mr. Konkol:	Yes

Motion carried 5 ayes - 1 abstention. Application approved. Formal decision to follow.

February 11, 1985

PUBLIC HEARING in the matter of the Application of ANDREW MIGLIORE for construction of one-family dwelling off Bull Road in an R-1 zone with 13.3 ft. insufficient frontyard.

Elias D. Grevas, L. S., present representing Mr. Migliore, submitted (1) Applications; (2) Affidavit of publication from The Sentinel; (3) List from Assessor's office containing 24 names and addresses of adjacent property owners; (4) 22 return receipts (1 unclaimed) from property owners; (5) check in the sum of \$25.00 for variance application fee.

Mr. Grevas also presented the following pieces of correspondence from adjacent property owners which were received and filed by Secretary:

1/29/85 - David/Kathy Keller- no objection
- Annette D. Quinn - no objection
- Art/Pat DiLalla- no objection
- Wm./Pat Zambelli - no objection
- Edward A. Zeffer, Jr. - no objection
- Robert/Diane Durant - no objection
- Gerald/Noreen Fioriti - no objection

There were approximately 7 spectators present for public hearing. One spoke in opposition to the application.

Public hearing was recorded on Tape #138 on file in Secretary's office.

Motion was made after public hearing by Joseph Skopin, seconded by John Pagano, to grant 13.3 ft. frontyard variance to applicant in accordance with plans submitted and dated 10/22/84.

ROLL CALL: Mr. Skopin - Yes
Mr. Bivona - Yes
Mr. Pagano - Yes
Mr. Nugent - Yes
Mr. Babcock - Yes
Mr. Konkol - Yes

Motion carried all ayes. Application approved. Formal decision to be drafted and acted upon at an upcoming meeting of the Board.

* * * * *

Last order of business: Motion followed by James Nugent, seconded by John Pagano to accept formal decision as written in the matter of the application of 9W TENNIS CLUB, INC. ROLL CALL: 6-0. Formal decision approved and attached hereto as part of minutes.

Since there was no other business to be brought before Board, motion followed by John Pagano, seconded by James Nugent to adjourn. Motion carried: 6-0. Meeting adjourned.

Respectfully submitted,

Patricia Delio

Pat. Delio copy. 1/31/85

Legal Notice

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34a of the Zoning Ordinance on the following proposition:

Appeal No. 6

Request of FRANKLIN ASSOCIATES for a VARIANCE of the regulations of the Zoning Ordinance to permit leasing of former A&P structure at Squire Village Shopping Center for offices and design center in Neighborhood/Commercial zone being a VARIANCE of Section 48-9 Table of Use Col. A for property situated as follows:

Squire Village Shopping Center, Route 94, New Windsor, N.Y. known and designated as Section 23 Block 1 Lot 53.1

SAID HEARING will take place on the 11th day of February, 1985, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y. beginning at 7:30 o'clock P.M.

Daniel P. Konkol
Chairman
By Patricia Delio,
Secretary

State of New York

County of Orange, ss:

Everett Smith, being duly sworn disposes and says that he is Editor of the E.W. Smith Publishing Company, Inc. publisher of The Sentinel, a weekly newspaper published and of general circulation in the Town of New Windsor, and that the notice of which the annexed is a true copy was published once in said newspaper, commencing on the 31st day of Jan. A.D., 1985. and ending on the 31st day of Jan. A.D. 1985.

Subscribed and shown to before me this 15th day of Feb., 1985

Patricia Delio

Notary Public of the State of New York
County of Orange.

My commission expires 3/30/85



150 Grand Str.
White Plains, NY 10601
(914) 683-2540

November 21, 1984

Mr. Martin Kenwood
100 Hamilton Plaza, Box 21
Paterson, New Jersey 07505

Dear Mr. Kenwood:

Enclosed as promised is a copy of Cross & Brown's
schedule of commission rates.

As I mentioned to you in our telephone conversation,
Kollmorgen Corp. of Hartford, Connecticut, the parent
company of Macbeth Process Measurements, is a Fortune
1000 company. Their 1984 sales amounted to \$242,900,000.
The company has 4,500 employees. When I receive their
annual report and/or 10-K report, I will forward it to
you.

Please call me whenever you require my assistance in
dealing with this prospect or with other real estate
matters.

Very truly yours,

A handwritten signature in cursive script that reads "Dick Humphreys".

Richard J. Humphreys
Assistant Vice President

RJH/jcf

Enclosure



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

70

Shell Oil Co.
Northern Tax Region ✓
P. O. Box 2099
Houston, Texas 77001

Barclay Manor, Inc.
Suite 400 ✓
Box 21
100 Hamilton Plaza
Paterson, N. J. 07505

Barclay Manor, Inc. ✓
% Dorman & Wilson, Inc. ✓
P. O. Box 366
White Plains, N.Y. 10602

James G. & Gloria Dougan ✓
P. O. Box 4043
New Windsor, N. Y. 12550

Mr. and Mrs. Kevin Epstein ✓
61 Union Avenue
New Windsor, N.Y. 12550

Francis J. Sylvester
4 Balmville Lane
Newburgh, N. Y. 12550

Smith A. Waller ✓
26 Ellison Drive
New Windsor, N.Y. 12550

Vincent & Linda DiGiacomo ✓
28 Ellison Drive
New Windsor, N. Y. 12550

Lloyd & Marilyn St. John ✓
P. O. Box 4062
New Windsor, N.Y. 12550

John & Mary Meenagh ✓
99 Carter Street
Newburgh, N. Y. 12550

Bernard Elsner ✓
9 Ellison Drive
New Windsor, N.Y. 12550

Salvatore J. & Eleanor DiCesare
33 Ellison Drive
New Windsor, N. Y. 12550 ✓

James & Dolores Mannix
31 Ellison Drive ✓
New Windsor, N. Y.

William & Dorothy Masten ✓
29 Ellison Drive
New Windsor, N.Y. 12550

Mr. and Mrs. William Noller ✓
27 Ellison Drive
New Windsor, N.Y. 12550

Ernst L. & Mary Schmidt ✓
35 Ellison Drive
New Windsor, N.Y. 12550

Kenneth J. & Ruth Schwartz ✓
23 Ellison Drive
New Windsor, N. Y. 12550

Richard & Sandra Kamb ✓
21 Ellison Drive
New Windsor, N. Y. 12550

Constantine & Elizabeth Cyr ✓
19 Ellison Drive
New Windsor, N.Y. 12550

Catherine Goodman
17 Ellison Drive
New Windsor, N. Y. 12550

Steven Neifeld ✓
94 Braodway
Newburgh, N. Y. 12550

Joseph R. & Barbara Dearborn ✓
13 Ellison Drive
New Windsor, N. Y. 12550

William P. Dawley ✓
11 Ellison Drive
New Windsor, N. Y. 12550



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Mark A. Manello ✓
7 Ellison Drive
New Windsor, N. Y. 12550

Kenneth & Marie Clark ✓
5 Ellison Drive
New Windsor, N. Y. 12550

John & Charlotte McCormick ✓
3 Ellison Drive
New Windsor, N.Y. 12550

David J. Perrott
% L. B. Walker & Assoc.
P. O. Box 16290
Houston, Texas 77222

James & Josephine Comandi ✓
243 Quassaick Avenue
New Windsor, N. Y. 12550

John & Gloria Martin ✓
6 Cedar Lane
New Windsor, N. Y. 12550

William A. Scott ✓
8 Cedar Lane
New Windsor, N. Y. 12550

Katherine Scott ✓
10 Cedar Lane
New Windsor, N. Y. 12550

John Safina ✓
487 Clinton Street
Brooklyn, N. Y. 11231

Karen J. Napoli ✓
47 Cross Street
New Windsor, N. Y. 12550

Winston L. Rabon ✓
43 Cross Street
New Windsor, N. Y. 12550

Constance Hanna ✓
5 Jay Street
New Windsor, N. Y. 12550

Thomas Miller
Long Hill Road
Highland Mills, N.Y. 10930

Donna S. Mailler ✓
249 Quassaick Avenue
New Windsor, N. Y. 12550

Robert Buchanan, Jr. ✓
247 Quassaick Avenue
New Windsor, N. Y. 12550

Innis J. Williams ✓
245 Quassaick Avenue
New Windsor, N. Y. 12550

James W. Coritz ✓
56 Cross Street
New Windsor, N. Y. 12550

Anthony & Vera Russe ✓
14 Cedar Lane
New Windsor, N. Y. 12550

Peter A. Peluso ✓
16 Cedar Lane
New Windsor, N. Y. 12550

AJF Enterprises, Inc. ✓
R.D. 2 - Box 198C
Rt. 299
Highland, N. Y. 12528

Terry G. Clancy (ret. unclaimed) ✓
Cedar Avenue
New Windsor, N. Y. 12550

Priscilla L. Mandoske ✓
27 Jay Street
New Windsor, N. Y. 12550

George & Harriett Comfort ✓
23 Jay Street
New Windsor, N.Y. 12550

Anne Van Ronk ✓
Carolyn Kuhlow ✓
19 Jay Street
New Windsor, N. Y. 12550



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Gordon & Muriel Scott ✓
48 Cross Street
New Windsor, N. Y. 12550

David Roman ✓
Farmstead Road
New Windsor, N. Y. 12550

Cofab Corp. ✓
R. D. 2
Box 198C
Highland, N. Y. 12528

Scott Zaffrin
55 Barclay Road
New Windsor, N. Y. 12550

Arthur Perlaman ✓
Farmstead Road
New Windsor, N. Y. 12550

Michael Wickham ✓
56 Barclay Road
New Windsor, N. Y. 12550

Joseph Foti, Jr. ✓
17 Farmstead Road
New Windsor, N. Y. 12550

Bessie Schiffman ✓
Doris Sanet
4001 South Ocean Drive PH 2
Hollywood, Florida 33019

Kenneth Gustafson ✓
101 Erie Avenue
New Windsor, N. Y. 12550

Mr. John T. Barra ✓
250 Quassaick Avenue
New Windsor, N. Y. 12550

James E. & Kathleen Nugent ✓
194 Quassaick Avenue
New Windsor, N. Y. 12550

VSH Realty
777 Dedham Street
Canton, Mass 02021

Woodlawn Cemetery ✓
% William Rumsey
P. O. Box 203
Newburgh, N. Y. 12550

Joseph A. & Mary Travis ✓
205 Quassaick Avenue
New Windsor, N. Y. 12550

William F. & Virginia Poser ✓
P. O. Box 4437
New Windsor, N. Y. 12550

Salvatore Paratore ✓
1335 E. Harvard Street 304
Glendale, CA 91205

Michael A. Callan ✓
75 Union Avenue
New Windsor, N. Y. 12550

Robert E. Newton ✓
70 Union Avenue
New Windsor, N. Y. 12550

Richard & Linda Ostner ✓
66 Union Avenue
New Windsor, N.Y. 12550

James & Rose Marie Ray ✓ *undelivered*
62 Union Avenue
New Windsor, N. Y. 12550

Barbara Ann Decker ✓
60 Union Avenue
New Windsor, N. Y. 12550

William F. Dobson ✓
56 Union Avenue
New Windsor, N. Y. 12550

Daniel J. Volpe, Jr. ✓
48 Union Avenue
New Windsor, N. Y. 12550

To: Members of the Zoning Board
From: Myron Langer
Re: Charter of Operation

- A) The primary function of the Macbeth Technical Group is the design of new products. These products will primarily be produced at the rt. 207 facility.
- B) The design of a new product is comprised of the following steps:
- 1) The conceptual design - A paper design, based on sound Engineering theory. Target specifications, production cost and project costs are estimated in this phase.
 - 2) The Engineering breadboard - Hand-built circuits, emulated software, and optical bench set-ups are used to demonstrate the feasibility of the design. Specifications are accepted at this time.
 - 3) The Engineering prototype - This is a fully functional model of the final product, but does not physically resemble the product. At this stage, Alpha site testing commences to determine adherence to specifications, quality of design and customer acceptance.
 - 4) The production prototypes - These units (3-10) are the packaged Engineering units that exactly replicate what would be built in manufacturing. These units are sent to Beta test sites, which then culminates in the final acceptance.
- C) Currently the group is comprised of the following:
- | | | |
|----------------------|---|----|
| Electrical Engineers | - | 6 |
| Mechanical Engineers | - | 3 |
| Software Engineers | - | 9 |
| Optical Engineers | - | 2 |
| Draftsmen | - | 2 |
| Technicians | - | 5 |
| System Technicians | - | 3 |
| Model Makers | - | 2 |
| Others | - | 4 |
| ----- | | |
| TOTAL | - | 36 |
- D) Special Products - There are times when it is required to do special Engineering work for a customer, either on existing production units or by utilizing a new design. These projects are of the "one-of" nature and custom built for specific clients.

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.
To Franklin Associates
c/o Irving Pesetsky

Date January 25, 1985

Squire Village Shopping Center
New Windsor, New York 12550

PLEASE TAKE NOTICE that your application dated January 25, 1985
for permit to Use old A+P Building at Squire Village of offices
at the premises located at Squire Village Shopping Center, Rte 94

is returned herewith and disapproved on the following grounds:

Kallmorgen - Macbeth will use building for design offices
purpose producing mock up item.
Requires ZBA Interpretation


Building Inspector

INTER-OFFICE COMMUNICATIONS

TO: DAN KONKOL, CHAIRMAN, ZONING BOARD OF APPEALS

FROM: PATRICK T. KENNEDY, L.S.
BLDG./ZONING INSPECTOR

SUBJECT: FRANKLIN ASSOCIATES - SQUIRE VILLAGE SHOPPING
COMPLEX

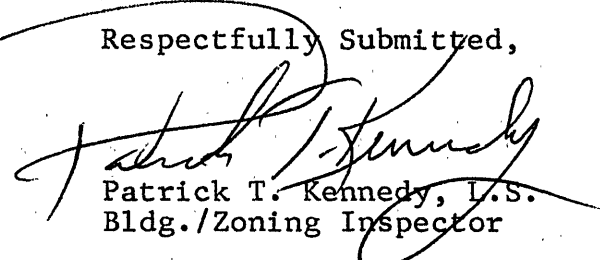
DATE: JANUARY 25, 1985

I was contacted by Irving Pesetsky, Esq., Attorney representing the owner, who asked if the old A&P portion of the Squire Village Shopping Complex could be used by Kollmorgen-Macbeth for professional & Planning Offices who would design and produce mock-up items for sales and production.

I asked if this building would just be for office and design staff or if the actual mock-up items would be manufactured there. Mr. Pesetsky did not seem for sure but assumed they would manufacture the mock-ups there.

I recommended to him to go to the ZBA for an interpretation if this would be an allowable use since they would not actually be manufacturing production items for sale.

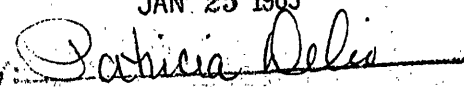
Respectfully Submitted,


Patrick T. Kennedy, L.S.
Bldg./Zoning Inspector

PTK/nh

RECEIVED
TOWN OF NEW WINDSOR

JAN 25 1985

BY: 

2/11/85 - Public Hearing : Franklin Assoc. - #85-6

	Name	Address
	James G. Coetz	13 Garden Drive N.W.
	Myron L. Harbor	44 FAME Ave
no objections	Mark R. Mullen	27 Ellis Dr.
	Anthony W. Russe	14 Cedar Lane

AREA CODE 201
TEL. 278-2200

Offices of the Undersigned

100 HAMILTON PLAZA
SUITE 400, BOX 21
PATERSON, NEW JERSEY 07505

November 26, 1984

Macbeth Process Measurements Inc.
Post Office Box 230
Newburgh, New York 12550

Attention: Mr. Bob Netter

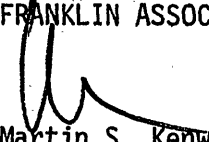
Dear Mr. Netter:

In accordance with our recent discussion, I am enclosing a draft of a Lease that was quickly prepared for your review.

Please give me a call after you have had an opportunity to review same.

Very truly yours,

FRANKLIN ASSOCIATES



Martin S. Kenwood

cp

~~cc: Martin Rosetzky, 10/29/84~~

LEASE

THIS LEASE made as of this _____ day of December
19 84, between FRANKLIN ASSOCIATES of 100 Hamilton Plaza, Suite 400
Paterson, New Jersey 07505
(hereinafter called the Landlord), and MACBETH PROCESS MEASUREMENTS INC.
(hereinafter called the Tenant).

WITNESSETH:

WHEREAS, the Landlord desires to lease to Tenant the certain premises hereinafter described in the shopping center of the Landlord of which the hereinafter described premises are a part upon the terms, covenants, conditions and provisions hereinafter in this lease set forth, and the Tenant desires to lease the same from the Landlord upon such terms, covenants, conditions and provisions:

NOW, THEREFORE, this lease of such premises is granted by the Landlord and accepted by the Tenant upon the terms, covenants, conditions and provisions in this lease contained, and the Landlord and the Tenant hereby covenant and agree with each other as follows:

1. PREMISES AND TERMS.

1. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises described in Exhibit A hereof, subject to the terms, covenants, conditions and provisions of this lease, for a term commencing on January 1, 1985

and ending at midnight on the 31st day of December 1987.

(such term, but as shortened by any earlier termination of the term of this lease under the provisions hereof, is hereinafter called the "demised term").

2. RENT.

1. The Tenant covenants to pay rent to the Landlord in accordance with the provision of this article. The rent for each

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and ending at midnight on the 31st day of December 1987.

(such term, but as shortened by any earlier termination of the term of this lease under the provisions hereof, is hereinafter called the "demised term").

2. RENT.

1. The Tenant covenants to pay rent to the Landlord in accordance with the provision of this article. The ^{base} rent for each lease fiscal year during the demised term shall be the following: Commencing with the first day of this lease and continuing through the full term of this lease, Lessee covenants and agrees to pay to the Lessors an annual minimum rental for the demised premises the sum of \$ 100,000.00 per year, payable in advance in equal monthly installments of \$ 8,333.33.

2. In addition to the rentals hereinabove provided for, the Lessee covenants and agrees to pay when due, all charges for light, heat, gas, fuel power, sewer service charges and water furnished, supplied to or used by the Lessee on the demised premises.

3. It is further agreed that should the Lessee take possession prior to the first day of the month, then and in that event, Lessee shall pay to Lessor rent for such additional period pro-rated at the rate set forth above for each monthly payment.

4. During any renewal period of this lease, Lessee shall pay to Lessor a pro-rata share allocated to the premises occupied by the Lessee of any increase in taxes levied above present last tax bill periods for all taxes and assessments levied and assessed against the premises and building is a part, including all land which is part of said Shopping Center for the purposes of pro-rata it is agreed that a percentage based on the square footage of all stores which are a part of the shopping center in which the subject premises are located at the time the said taxes are imposed, and which are on the same tax bill shall be attributed to the subject premises. The above taxes are to be paid to the Lessor as additional rental on the first day of the month following the month in which said taxes shall be billed by Lessor to Lessee. It is agreed that the Lessee's proportionate share shall be 52.5%.

5. All rental payments shall be paid by Lessee to the Landlord at the address hereinafter specified for notices to Landlord unless other place shall be designated by the Landlord in writing addressed to the Tenant.

3. SUPPLEMENT TO LEASE.

1. The Lessor and the Lessee agree that they will, if required, execute and have recorded a supplement to this lease setting forth the beginning date of the term of this lease, and said supplement shall be deemed to have incorporated therein by reference every provision of this lease contract.

4. SIGNS.

1. Lessee shall not erect or place any signs on the exterior of the demised premises unless the same shall be approved by the Landlord.

5. PLATE GLASS.

1. Lessee agrees to replace any plate glass broken or damaged upon the demised premises at its own cost and expense and further agrees to carry plate glass insurance making the Landlord as a party in interest. A copy of said plate glass insurance policy together with a paid bill for the premium therefor shall be delivered to the Landlord at least ten days prior to the expiration of such policy.

6. USE AND MAINTENANCE.

1. Lessee further covenants and agrees that it will at all times use the demised premises in a safe, careful, proper and prudent manner, and that it will not violate any lawful statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City governments and of any and all of its departments and bureaus and of the Board of Fire Underwriters.

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2. The Lessee agrees that it will, at all times during the terms of this lease, maintain the demised premises, including but not limited to the plumbing, heating and air conditioning apparatus, and all fixtures and equipment therein contained, in good condition and repair, including all repairs,* and that it will remove the snow, ice and debris from the sidewalks abutting the demised premises. The Lessor agrees that it will maintain the structural parts of the building in good condition and repair.

* maintenance and replacement,

7. TAXES.

1. The Tenant agrees at all times during the demised term to pay before delinquency any and all taxes, assessments and public charges payable during the demised term levied, assessed or imposed upon the Tenant's business or upon the Tenant's fixtures, furniture, appliances or personal property installed or located in the demised premises, or which constitute a lien upon any of the foregoing.

2. Tenant further agrees to pay when and as due all license fees, permit fees, charges of a similar nature required to be paid by any governmental authorities for the conduct by the Tenant or any concessionaire of any business, profession, occupation or undertaking authorized hereunder to be conducted on the demised premises.

8. RULES AND REGULATIONS.

1. Tenant agrees at all times during the demised term to obey and observe (and compel its officers, employees, contractor-licensees, invitees, concessionaires and all others doing business with it, to observe and obey) any and all reasonable rules and regulations established by the Landlord at any time and from time to time during the demised term for the government, the conduct and operation of the Tenant and/or for the promotion of the safety, health, preservation of property and maintenance of good order within the shopping center, so long as the same be not discriminatory with respect to the Tenant.

9. LESSEE'S PROHIBITED ACTS.

1. The Tenant agrees that it will not at any time during the demised term, without first obtaining the Lessor's consent:

A. Conduct or permit in the demised premises (i) any fire, bankruptcy, auction, or "close out" sale (whether real or fictitious), or (ii) any so called "discount house", or similar business or activity, or (iii) the deliberate and consistent utilization of any unethical method of business operation;

B. Change the exterior color or architectural treatment of the demised premises or of the building in which it

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B. Change the exterior color or architectural treatment of the demised premises or of the building in which the same are located, or any part thereof;

C. Use, or permit to be used, the sidewalk adjacent to, or any other premises outside, the demised premises for the sale or display of any merchandise or for any other business occupation or undertaking;

D. Mark, paint, drill, write upon, or in any other way mar or deface any wall, ceiling, floor, wood, stone, masonry, or metalwork in, on, or about the demised premises or the building in which the demised premises are located; except for the installation of equipment, fixtures, etc., or necessary interior signs.

E. Permit any building apparatus, fixtures, appliances or similar equipment placed in or on the demised premises and which is affixed to the realty to be or become subject to any mortgages, liens, conditional sales agreements or encumbrances as a result of any action or failure to act by the Lessee;

F. Perform any act or carry on any practice which may injure the demised premises or the building in which they are located or any other part of the shopping center;

G. Use or permit the use of any portion of the demised premises as living quarters, sleeping apartments, lodging rooms, or for any unlawful purpose;

H. Operate on the demised premises or in any part of the shopping center any coin (or token) operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages and/or services (including, but not limited to, pay telephones; pay-lockers; pay-toilets; scales; amusement devices; and machines for the sale of beverages, foods, candy, cigarettes or other commodities);

I. Install any awning(s) in or on the demised premises which are visible to public view outside the demised premises;

J. Place a load on any floor in the interior delivery system or in the demised premises exceeding the floor load per square foot which such floor was designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of the weight;

K. Install, operate or maintain in the demised premises any electrical equipment which will "overload" the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by the Lessor in light of the over-all system and requirements therefor in the shopping center, or which does not bear underwriters' approval; or

2. The Lessee agrees that it will handle and dispose of all rubbish, garbage and waste from the Lessee's operations in the demised premises in accordance with regulations established by the Lessor therefor from time to time and that the Lessee shall

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2. The Lessee agrees that it will handle and dispose of all rubbish, garbage and waste from the Lessee's operations in the demised premises in accordance with regulations established by the Lessor therefor from time to time and then in effect. Without in any way limiting the generality of the foregoing, it is understood that (unless and until the Lessor shall so consent thereto in writing), the Lessee will not permit any rubbish or garbage to accumulate in, on or about the demised premises or any part of the shopping center unless confined in metal containers so located as not to be visible to members of the public in the shopping center, and otherwise in accordance with regulations established

by the Lessor therefor; will not burn any trash or garbage of any kind in or about the demised premises and/or the shopping center; and will not permit any garbage or rubbish to be collected or disposed of from the demised premises except by the Lessor or a person(s) designated by the Lessor (but the Lessor agrees that the prices to be charged therefor by the Lessor or such person(s) so designated shall be reasonable); all the foregoing, however, subject to rules and regulations established by the Lessor therefor from time to time and then in effect.

3. The Lessee agrees that it will not, during the demised term, (a) install any signs on the roof or any interior wall (including both the interior and exterior surfaces of windows and doors) of the demised premises or (b) install or place on the roof or any exterior wall (including both the interior and exterior surfaces of windows and doors) of the demised premises any sign, symbol, advertisement, neon or other light, shade or other object or thing visible to public view outside of the demised premises (whether the same is designed to be used permanently or temporarily), without first obtaining the Lessor's approval as to whether the same shall be installed or placed and, if so, as to the location, number, type and appearance of each thereof. The Lessee will not, after such approval, change any of the foregoing in any respect without a further such approval by the Lessor.

10. RESTRICTION ON USE.

1. Lessee covenants and agrees that the Lessee shall use the demised premises only for the purposes stated in this lease and for no other purpose.

2. The Lessee agrees that it will not, nor will any affiliate of the Lessee, directly or indirectly, operate, manage or have any interest in the profits of any store, business or establishment for the sale of goods, wares, merchandise, food, beverage and/or services other than the Lessee's store in the demised premises within the area described by a circle having its center in the demised premises and having a radius of three (3) miles.

11. DESTRUCTION BY FIRE OR OTHER CASUALTY.

1. In the event the improvements on the demised premises shall, during the term of this lease, be damaged by fire or other unavoidable casualty so that it shall not be suited for use and

by the Lessor therefor; will not burn any trash or garbage of any kind in or about the demised premises and/or the shopping center; and will not permit any garbage or rubbish to be collected or disposed of from the demised premises except by the Lessor or a person(s) designated by the Lessor (but the Lessor agrees that the prices to be charged therefor by the Lessor or such person(s) so designated shall be reasonable); all the foregoing, however, subject to rules and regulations established by the Lessor therefor from time to time and then in effect.

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11. DESTRUCTION BY FIRE OR OTHER CASUALTY.

1. In the event the improvements on the demised premises shall, during the term of this lease, be damaged by fire or other unavoidable casualty so that it shall not be suited for use and occupancy to the Lessee, the rent herein provided for or a just and proportionate part thereof, according to the nature and extent of the damage sustained, shall cease and abate and the payment of full rent by the Lessee shall only be resumed when the premises have been restored to their former state; provided, however, that in the event of the total damage or substantial destruction by fire, tornado or other casualty, the Lessor may elect to terminate this lease by written notice to Lessee not later than thirty (30) days after the occurrence of such casualty and adjustment of the loss with the insurance carriers and thereupon this lease shall be cancelled and terminated; provided, however, that if this lease shall not thereupon be cancelled, then in that event the Lessor agrees to rebuild, restore and replace the destroyed premises to their former state as soon as the same can be reasonably done and the rent herein provided for shall cease and abate until such time as the restoration and repairs to the demised premises shall have been completed.

2. If the demised premises are rendered wholly untenable by fire or other cause, it is expressly agreed by and between the parties hereto that Section 227 of the Real Property law of the State of New York shall not apply. The original term of this lease shall thereupon be extended for a period equal to that during which the premises shall remain untenable.

3. In the event the improvements on the demised premises shall be only partially destroyed by fire, tornado, or other casualty and are in condition to be occupied by the lessee for the purposes specified herein, then a fair and just proportion of the rent shall be paid according to the nature and extent of the damage sustained and the full rent shall not be paid until the premises shall be rebuilt and the premises restored to their former state and the lessor agrees to rebuild and replace such partially destroyed premises as soon as the same can be reasonably done.

12. TERMINATION OF LEASE.

1. The lessee agrees to deliver up and surrender to the Lessor possession of the demised premises upon the expiration of this lease, or its termination in any other manner, in as good condition and repair as the same shall be at the commencement of said term, loss by fire or other casualty, defects inherent in construction, ordinary wear, decay and depreciation and repairs which the Lessor is made responsible for by this lease only excepted.

2. The Lessee hereby covenants and agrees to make such repairs as they are obligated to make under the preceding paragraph at the Lessee's sole expense and if such repairs are not made by the Lessee within a reasonable time after receipt of written notice setting forth the requirements concerning repairs, then and in that event the Lessor may make such repairs and the expense thus incurred by the Lessor shall become a charge upon the Lessee as rent together with interest at the highest legal rate, and the Lessee's responsibility therefor shall survive the termination of this lease.

3. In the event an action of bankruptcy, voluntary or involuntary, is filed against the Lessee or if the Lessee shall be adjudicated a bankrupt or insolvent, or if the Lessee shall make a general assignment for the benefit of their creditors, or if a receiver or trustee shall be appointed to take care of and wind up their business, then in any such events, this lease and the tenancy hereby created shall, at Lessor's election, immediately cease and the Lessor shall have the right to immediately re-enter and take possession of the premises.

4. Any property the Lessee has not removed upon the termination of this lease shall, at the option of the Lessor, be deemed abandoned by the Lessee. Any damage done to the demised premises by the Lessee's removal of anything which may so be removed here-

by fire or other cause, it is expressly agreed by and between the parties hereto that Section 227 of the Real Property law of the State of New York shall not apply. The original term of this lease shall thereupon be extended for a period equal to that during which the premises shall remain untenable.

3. In the event the improvements on the demised premises shall be only partially destroyed by fire, tornado, or other casualty and are in condition to be occupied by the lessee for the purposes specified herein, then a fair and just proportion of the rent shall be paid according to the nature and extent of the damage sustained and the full rent shall not be paid until the premises shall be rebuilt and the premises restored to their former state and the lessor agrees to rebuild and replace such partially destroyed premises as soon as the same can be reasonably done.

12. TERMINATION OF LEASE.

1. The lessee agrees to deliver up and surrender to the Lessor possession of the demised premises upon the expiration of this lease, or its termination in any other manner, in as good condition and repair as the same shall be at the commencement of said term, loss by fire or other casualty, defects inherent in construction, ordinary wear, decay and depreciation and repairs which the lessor is made responsible for by this lease only excepted.

2. The Lessee hereby covenants and agrees to make such repairs as they are obligated to make under the preceding paragraph at the Lessee's sole expense and if such repairs are not made by the Lessee within a reasonable time after receipt of written notice setting forth the requirements concerning repairs, then and in that event the Lessor may make such repairs and the expense thus incurred by the Lessor shall become a charge upon the Lessee as rent together with interest at the highest legal rate, and the Lessee's responsibility therefor shall survive the termination of this lease.

3. In the event an action of bankruptcy, voluntary or involuntary, is filed against the Lessee or if the Lessee shall be adjudicated a bankrupt or insolvent, or if the Lessee shall make a general assignment for the benefit of their creditors, or if a receiver or trustee shall be appointed to take care of and wind up their business, then in any such events, this lease and the tenancy hereby created shall, at Lessor's election, immediately cease and the Lessor shall have the right to immediately re-enter and take possession of the premises.

4. Any property the Lessee has not removed upon the termination of this lease shall, at the option of the Lessor, be deemed abandoned by the Lessee. Any damage done to the demised premises by the Lessee's removal of anything which may so be removed hereunder by the Lessee or which he Lessee is required hereunder to remove shall be repaired by the Lessee at its sole cost and expense. If the demised premises be not surrendered at the end of the demised term, the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the demised premises, including, without limitation, any claims bounded on such delay made by any succeeding occupant of the demised premises or any part thereof.

5. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and the Tenant hereby waives all rights to redeem under any law of the State of New York.

13. ALTERATIONS AND IMPROVEMENTS.

It is further agreed and understood that the Lessee shall not make any material or substantial changes, alterations, improvements or additions to the leased premises without first obtaining the written consent and approval of the Lessor and Mortgagee, if any; but the consent of the Lessor and Mortgagee, if any, shall not be unreasonably withheld. The Lessee will not permit any mechanics or other liens to be placed upon the demised premises or improvements thereon during the term hereof, and in case of any such lien attaching, will promptly pay and discharge them. If default in the payment thereof shall continue for twenty (20) days after written notice thereof from the Lessor to the Lessee, the Lessor shall have the right and privilege, at its option, without first inquiring as to the validity or correctness of the amount thereof, of paying the same or any portion thereof, and any amount so paid, including attorney's fees and expenses and interest at the highest legal rate shall be so much additional rent due from the Lessee hereunder with the next installment of rent accruing thereafter. Nothing herein contained shall be construed to require the Lessor's consent to repairs being made as herein elsewhere expressly required to be made by the Lessee. Whenever any material or substantial changes, alterations, improvements or additions are made with the written consent of the Lessor, they shall become a part of the premises and the property of the Lessor upon the expiration of the lease unless otherwise provided in said consent but this provision shall not be construed to include trade fixtures or other personal property used in the conduct of the Lessee's business, notwithstanding the same may be attached to the real estate, but same may, at the expiration of the term, be removed by the Lessee.

14. INDEMNITY FOR ACCIDENTS.

The Lessee agrees to maintain in full force and effect during the term hereof, insurance for the benefit of both the Lessor and the Lessee, as their interests may appear, covering the risks generally included in public liability insurance policies, in the sum of not less than Two Hundred Fifty Thousand (\$250,000) for injury to any one person and not less

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15. LIEN AND SECURITY FOR RENT, ETC.

The Lessee does hereby covenant with the Lessor that the Lessee will pay the yearly rent hereinabove reserved on the day and in the manner aforesaid, and the Lessor shall have a lien as security for the payment of the rent or the right to distrain all of the goods, wares, chattels, implements, fixtures, tools and other personal property of the Lessee, which are or may be put on the demised premises, in the event the rent, or any installment thereof, is not paid when due and payable.

16. SUBLEASING.

The Lessee covenants and agrees that it will not assign this lease or sublet the demised premises, or any part thereof, without first securing the written consent of the Lessor thereto, which consent shall not be unreasonably withheld. Notwithstanding any assignment or subletting made in conformity with the foregoing provision, the Lessee shall not be discharged of any obligation or liability under this lease. Should this lease be assigned, the security hereunder must be part of such assignment.

17. NOTICES.

All notices which may be proper or necessary to be served hereunder shall be effectually served if sent by certified United States mail, postage prepaid, return receipt requested. All such notices addressed to Lessor shall be sent to Suite 913, 45 Church Street, Paterson, New Jersey, 07505; and to the Lessee at the demised premises or to such other party or addresses as each party hereto may hereafter by notice in writing designate.

18. LEASE SUBORDINATE TO MORTGAGE.

1. The Lessee agrees that this lease is and shall be at all times subject and subordinate in lien to the lien of any mortgage or mortgages now existing or which the Lessor or any subsequent owner of the demised premises shall make covering the said premises. The Lessee, in confirmation of the subordination provision of this Article, shall execute and deliver promptly any certificate or instrument in conformity with the provisions hereof which the Lessor may at any time request in connection therewith. The Lessee hereby irrevocably constitutes and appoints the Lessor as attorney-in-fact for the Lessee in the name of the Lessee, or in the Lessor's name, as such attorney-in-fact, to execute any such certificates or instruments for and on behalf of the Lessee.

19. OTHER MATTERS TO WHICH LEASE IS SUBJECT.

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19. OTHER MATTERS TO WHICH LEASE IS SUBJECT.

1. This lease is also subject to all laws, ordinances and regulations now or hereafter affecting the demised premises (including, without limitation, those relating to zoning), and to all covenants, easements, reservations, restrictions and encumbrances or record affecting the demised premises.

20. PARKING LOT.

The Lessor represents, warrants, and agrees that at all times during the term of this lease, Lessee shall have the non-exclusive and non-revocable right, together with other lessees, to the use of the parking space and driveway appurtenant to the demised premises for the purposes of ingress, egress, parking of motor vehicles for their customers, but not their employees, and the loading and unloading of vehicles in connection with and incidental to the business conducted by the Lessees on the demised premises, but always subject to such rules and regulations as the Lessor may from time to time promulgate.

21. MISCELLANEOUS COVENANTS.

1. It is hereby understood and agreed that a waiver by the Lessor of any one or more defaults on the part of the Lessee hereunder shall not be construed to operate as a waiver of any future default which may be made by the Lessee or its heirs or assigns, either in the same covenants and conditions or in any other covenants and conditions contained in this lease.

2. No waiver by either party hereto of any breach of any covenant or exception hereof on the part of the other party hereto to be kept and performed shall be considered to be a waiver of such covenant or provision or of any subsequent breach thereof.

3. Lessee covenants and agrees that during the term of this lease and all renewals thereof to keep the premises open for business during the usual business hours at least six days per week, eight hours per day, keeping the show windows lighted nightly until at least 10 P.M.

4. Lessee shall abide by rules and regulations now or hereafter made by the Lessor with respect to the use by Lessee or the demised premises and of the parking space, alleys, entrance ways and walkways adjacent to the demised premises.

5. Lessee shall dispose of its trash promptly and shall have it hauled away promptly at Lessee's own expense.

6. All the covenants and agreements herein contained shall extend to and bind and benefit the successors and assigns of the parties hereto.

7. The Lessee agrees to permit the Lessor and its agents, at all reasonable times without unduly interfering with Lessee's operation, to enter into any part of the said demised premises.

8. The Lessor shall not be responsible or liable for any damage or injury to any property, merchandise, stock of goods, fixtures, furniture or decorations, or to any person or persons,

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2. No waiver by either party hereto of any breach of any covenant or exception hereof on the part of the other party hereto to be kept and performed shall be considered to be a waiver of such covenant or provision or of any subsequent breach thereof.

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8. The Lessor shall not be responsible or liable for any damage or injury to any property, merchandise, stock of goods, fixtures, furniture or decorations, or to any person or persons, at any time, in the demised premises, from steam, gas or electricity, or from water, ice, rain or snow whether the same may leak into, issue or flow from any part of said building or from the pipes, plumbing work, or from any other place or quarter, responsible or liable in case of an accident or injury to the Lessee or to any one of the Lessee's servants, employees, agents, visitors, or licensees, in or about the demised premises.

9. The Lessor shall not be liable for any failure of water supply or electrical current, nor for injury or damage to persons or property except as herein provided, caused by the elements or by other tenants or persons in said building, nor for interference with light or other incorporeal hereditaments by anybody other than the Lessor, or caused by operations by or for the municipality in the construction of any public or quasi-public work, or public utility companies and their employees.

10. This instrument embodies all the agreements between the parties hereto in respect to the premises hereby leased, and no oral agreements or written correspondence shall be held to affect the provisions hereof. All subsequent changes and modifications to be valid shall be written instruments executed by Lessor and Lessee.

22. HOLDOVER.

If the Lessee shall hold over after the demised term, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the provisions, conditions and obligations of this lease.

23. STATEMENT BY LESSEE.

The Lessee agrees that at any time or from time to time, upon ten (10) days prior request by the Lessor, it will execute, acknowledge and deliver to the Lessor a statement in writing stating that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect with such modifications) and the dates to which rent and other charges have been paid in advance, if any, it being intended that any such statement may be relied upon by any prospective purchaser of the fee or any leasehold or the mortgagee, beneficiary or conveyee of any security or interest, or any assignee of any thereof, under any mortgage, deed of trust, or conveyance for security purposes now or hereafter upon or made with respect to the fee or any leasehold interest in the demised premises.

24. EASEMENTS FOR PIPES, ETC.

The Lessee shall permit the Lessor to erect, use and maintain pipes, cables, conduits, plumbing, vents and wires in, to and through the demised premises, as and to the extent that the Lessor may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the demised premises are located or the shopping center.

25. JOINT AND SEVERAL OBLIGATIONS OF TENANTS.

If at any time the term "Lessee" shall include more than one person, the obligations of all such persons hereunder shall be

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25. JOINT AND SEVERAL OBLIGATIONS OF TENANTS.

If at any time the term "Lessee" shall include more than one person, the obligations of all such persons hereunder shall be joint and several.

26. COVENANTS ARE ALSO CONDITIONS.

Each term and each provision of this lease to be performed by the Lessee shall be construed to be both a covenant and a condition.

27. NO ORAL CHANGES.

This lease may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change, modification or discharge is sought.

28. CERTAIN MATTERS WAIVED.

The Lessor and the Lessee each hereby waives any and all right to trial by jury of any issue(s) in any summary or other proceedings or any other suit, action, proceeding or counter-claim at any time brought or instituted against the other with respect to or involving the demised premises or any matter arising under or connected with this lease.

29. EFFECT OF UNAVOIDABLE DELAYS.

In the event there shall occur, during the demised term, or prior to the commencement thereof, any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor or materials, or reasonable substitutes therefor; or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, or other conditions similar to those enumerated in this item (iii) beyond the reasonable control of the party obligated to perform anything pursuant to this lease then the failure of the Lessee or the Lessor as the case may be as a result of any of the above described events, to punctually perform any obligation on its part to be performed under this lease, it shall be excused and not be a breach of this lease by the party in question, but only to the extent occasioned by such event.

30. MAINTENANCE OF PARKING LOT.

It is agreed and understood that the Landlord will arrange for the cleaning, lighting and snow plowing of the parking lot and within a reasonable time after receipt of the same will submit to the Lessor photostatic copies of the bills showing the expenses involved for the same. Said expenses will be shared by all of the stores in the subject shopping center. For the purpose of assessing these expenditures, the Lessees are considered to occupy a percentage of the buildings based upon the square footage actually occupied by each store as it relates to the square footage of all the stores. Such share of said expenses will be billed by the Lessor and will be considered as additional rent payable on the first day of the month following the month in which a bill is rendered for such expenditures. It is agreed that the Lessee occupies 52.5% of the square footage of all of the stores. The charge referred to in this Paragraph shall become effective only during the term of the lease.

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31. ADJACENT PARKING AREAS.

Lessee covenants and agrees that it will not permit its servants, employees, concessionaires, business invitees or themselves to use any parking lot in the housing development adjacent to the shopping center.

32. AGREEMENTS IN WRITING.

There are no oral agreements between the parties hereto affecting this lease, and this lease supersedes and cancels any and all previous negotiations, agreements, arrangements and understandings, if any, between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this lease.

33. EMINENT DOMAIN AND CONDEMNATION.

1. Total Condemnation of Leased Premises.

If the whole of the leased premises shall be acquired, condemned, or otherwise taken by eminent domain or any similar proceeding for any public or quasi-public use or purpose, or as a result of any sale, or of the settlement or compromise of any suit, action, proceeding, taking or condemnation, or threat of condemnation, or right of threat of condemnation, hereinafter referred to as condemnation, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this lease.

2. Partial Condemnation.

If any part of the demised premises shall be acquired, condemned, or taken as aforesaid, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect without any reduction or abatement of rent.

3. Total Condemnation of Parking Area.

If the whole of the common parking areas in the Shopping Center shall be acquired, condemned or taken as aforementioned, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other

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If the whole of the common parking areas in the Shopping Center shall be acquired, condemned or taken as aforementioned, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect without any reduction or abatement of rent.

4. Partial Condemnation of Parking Area.

If any part of the parking area in the Shopping Center shall be acquired, condemned or taken as aforesaid, and if, as the result thereof the ratio of square feet of parking field to square feet of the sales area of the entire Shopping Center buildings is reduced to a ratio below to , then the term of this lease shall cease and terminate upon the vesting of title in such proceeding, unless the Landlord shall take immediate steps toward increasing the parking ratio to a ratio of at least two to one, in which event this lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In event of termination of this lease as aforesaid, Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this lease and rent shall be adjusted to the date of said termination.

5. Landlord's Damages.

In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof, and hereby assigning to Landlord any such award.

6. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

7. Condemnation of Less than a Fee.

In the event of a condemnation of a leasehold interest in all or a portion of the leased premises without the condemnation of the fee simple title also, this lease shall not terminate and such condemnation shall not excuse Tenant from full performance of all of its covenants hereunder, but Tenant in such event shall be entitled to present or pursue against the condemning authority its claim for and to receive all compensation or damages sustained by it by reason of such condemnation, and Landlord's right to recover compensation or damages shall be limited to compensation for and damages, if any, to its reversionary interest; it being understood, however, that during such time as Tenant shall be out of possession of the leased premises by reason of such condemnation the lease shall terminate.

4. Partial Condemnation of Parking Area.

If any part of the parking area in the Shopping Center shall be acquired, condemned or taken as aforesaid, and if, as the result thereof the ratio of square feet of parking field to square feet of the sales area of the entire Shopping Center buildings is reduced to a ratio below to , then the term of this lease shall cease and terminate upon the vesting of title in such proceeding, unless the Landlord shall take immediate steps toward increasing the parking ratio to a ratio of at least two to one, in which event this lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In event of termination of this lease as aforesaid, Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this lease and rent shall be adjusted to the date of said termination.

5. Landlord's Damages.

In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof, and hereby assigning to Landlord any such award.

6. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

7. Condemnation of Less than a Fee.

In the event of a condemnation of a leasehold interest in all or a portion of the leased premises without the condemnation of the fee simple title also, this lease shall not terminate and such condemnation shall not excuse Tenant from full performance of all of its covenants hereunder, but Tenant in such event shall be entitled to present or pursue against the condemning authority its claim for and to receive all compensation or damages sustained by it by reason of such condemnation, and Landlord's right to recover compensation or damages shall be limited to compensation for and damages, if any, to its reversionary interest; it being understood, however, that during such time as Tenant shall be out of possession of the leased premises by reason of such condemnation, the lease shall not be subject to forfeiture for failure to observe and perform those covenants not calling for the payment of money. In the event the condemning authority shall fail to keep the premises in the state of repair required hereunder, or to perform any other covenants not calling for the payment of money, Tenant shall have ninety (90) days after the restoration of possession to it within which

to carry out its obligations under such covenant or covenants. During such time as Tenant shall be out of possession of the leased premises by reason of such leasehold condemnation, Tenant shall pay to Landlord, in lieu of the minimum and percentage rents provided for hereunder, and in addition to any other payments required of Tenant hereunder, an annual rent equal to the average annual minimum and percentage rents paid by Tenant for the period from the commencement of the term until the condemning authority shall take possession, or during the preceding three full calendar years, whichever period is shorter. At any time after such condemnation proceedings are commenced, Landlord shall have the right, at its option, to require Tenant to assign to Landlord all compensation and damages payable by the condemnor to Tenant, to be held without liability for interest thereon as security for the full performance of Tenant's covenants hereunder, such compensation and damages received pursuant to said assignment to be applied first to the payment of rents and all other sums from time to time payable by Tenant pursuant to the terms of this lease as such sums fall due, and the remainder, if any, to be payable to Tenant at the end of the term hereof or on restoration of possession to Tenant, whichever shall first occur, it being understood and agreed that such assignment shall not relieve Tenant of any of its obligations under this lease with respect to such rents, and other sums except as the same shall be actually received by Landlord.

8. The term "equal parking facilities" as used in subparagraphs 3 and 4 above shall include double decking of any parking area.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

Lessor

ATTEST:

By: _____

President

Secretary

Lessee

SCHEDULE A

DESCRIPTION OF DEMISED PREMISES

The demised premises consist of a space at and/or below the ground level of the approximate location described below: Situate in the Town of New Windsor, County of Orange, State of New York, on the east side of Quassaick Avenue (Route 94), approximately 250 feet south of the southeast intersection of Union Avenue and Quassaick Avenue (Route 94), being Block No. and Lot No. in said town: 470.75 feet on Route 94, 108.56 feet on Union Avenue, 456 feet on the southerly border and 320 feet on the east in accordance with a plot plan shown and designated on Schedule B attached hereto.

The store premises leased hereunder consist of approximately 18,000 square feet of floor space in Store formerly occupied by the A & P.

The term "demised premises" as used in this lease shall be taken to include only the building area to be erected and leased hereunder and the land beneath the same, it being understood and agreed that the parking lot, driveways and other areas are not leased hereunder but may be used and occupied in common with the Lessor and Lessor's other tenants, customers and employees for the uses and purposes intended for said common areas.

Not included within the demised premises is any space on the roof of the building within which the same are located nor any vault, vault space or other similar or dissimilar area not within the building line of the building within which the demised premises are located.

SCHEDULE B

USE OF DEMISED PREMISES

The demised premises shall be used as a office housing the research and engineering facilities of the tenant.

RIDER to lease dated December , 1984 between FRANKLIN ASSOCIATES and
MACBETH PROCESS MEASUREMENTS INC.

1. Provided the Tenant has fully complied with all terms, covenants, and conditions contained herein, he shall have the option of renewing this lease for an additional four year period, provided however, that the Landlord is notified by Certified Mail, Return Receipt Requested, at least six months prior to the expiration of said term.

In the event the aforesaid renewal option is exercised, the base monthly rental during the option period shall be increased at the beginning of the fourth, fifth, sixth, and seventh years using the following formula with the understanding that during the fourth and fifth years only 50% of the increase so computed will be paid by the tenant and that the sixth and seventh years 100% shall be paid by the tenant.

- a. If during the first month of any lease year the Consumer Price Index, New York City and Suburban Areas, all Urban Consumers, hereafter referred to as CPI, is in excess of the CPI for the first month of the first year of the original term of this lease, the annual base rental for such year and each succeeding lease year shall be the annual base rental plus an amount determined by multiplying said annual base rental by a fraction, the numerator of which is the number of points by which said price index at the beginning of each lease year exceeds the CPI for the first month of the term of this lease, and the denominator of which is the CPI for the first month of the term of this lease. The monthly installments of rent shall be increased accordingly provided, however, that the annual base rental payable by tenant under this lease shall never be less than the annual base rental heretofore specified.
 - b. In the event the Bureau of Labor Statistics should cease to publish the aforesaid index in its present form and calculated on the present basis, a similar index or an index reflecting similar changes in the cost of living shall be chosen by agreement of the parties. In the event the parties are unable to agree upon the selection of such index, such dispute shall be submitted to arbitration.
2. In the event that any monthly rental payment is not made by the fifth (5th) day of the month when due, it is agreed that the rent for that month shall be increase by the sum of five hundred (\$500.00) dollars.
 3. The tenant has this day deposited with the Landlord Twenty Five Thousand (\$25,000.00) as security for full and faithful performance by the Tenant of all terms and conditions upon the Tenant's part to be performed which sum shall be returned to the Tenant thirty (30) days after the time fixed as expiration of terms herein; provided the Tenant has fully and faithfully carried out all terms, covenants, and conditions on its part to be performed.
 4. The air conditioning and heating systems shall be in good working order and it shall be the obligation of the Lessor to maintain same in good working order until December 31, 1985.

In the event the aforesaid renewal option is exercised, the base monthly rental during the option period shall be increased at the beginning of the fourth, fifth, sixth, and seventh years using the following formula with the understanding that during the fourth and fifth years only 50% of the increase so computed will be paid by the tenant and that the sixth and seventh years 100% shall be paid by the tenant.

- a. If during the first month of any lease year the Consumer Price Index, New York City and Suburban Areas, all Urban Consumers, hereafter referred to as CPI, is in excess of the CPI for the first month of the first year of the original term of this lease, the annual base rental for such year and each succeeding lease year shall be the annual base rental plus an amount determined by multiplying said annual base rental by a fraction, the numerator of which is the number of points by which said price index at the beginning of each lease year exceeds the CPI for the first month of the term of this lease, and the denominator of which is the CPI for the first month of the term of this lease. The monthly installments of rent shall be increased accordingly provided, however, that the annual base rental payable by tenant under this lease shall never be less than the annual base rental heretofore specified.
- b. In the event the Bureau of Labor Statistics should cease to publish the aforesaid index in its present form and calculated on the present basis, a similar index or an index reflecting similar changes in the cost of living shall be chosen by agreement of the parties. In the event the parties are unable to agree upon the selection of such index, such dispute shall be submitted to arbitration.
2. In the event that any monthly rental payment is not made by the fifth (5th) day of the month when due, it is agreed that the rent for that month shall be increase by the sum of five hundred (\$500.00) dollars.
3. The tenant has this day deposited with the Landlord Twenty Five Thousand (\$25,000.00) as security for full and faithful performance by the Tenant of all terms and conditions upon the Tenant's part to be performed which sum shall be returned to the Tenant thirty (30) days after the time fixed as expiration of terms herein; provided the Tenant has fully and faithfully carried out all terms, covenants, and conditions on its part to be performed.
4. The air conditioning and heating systems shall be in good working order and it shall be the obligation of the Lessor to maintain same in good working order until December 31, 1985.

FRANKLIN ASSOCIATES

Martin S. Kenwood

MACBETH PROCESS MEASUREMENTS INC.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 29th day of December, nineteen hundred and Eighty-two
BETWEEN Barclay Manor, Inc., a New York Corporation, having offices at
100 Hamilton Plaza, Suite 400, Paterson, New Jersey 07505

party of the first part, and Isabel Kenwood, individually, and Martin S. Kenwood, Harold
Schatz, and Isabel Kenwood, Trustees under the Last Will and Testament of Merle
B. Kenwood, Trading as Franklin Associates, having its offices at 100 Hamilton
Plaza, Suite 400, Paterson, New Jersey 07505

party of the second part,

WITNESSETH, that the party of the first part, in consideration of NINE HUNDRED FORTY THOUSAN
(\$940,000.00) ----- dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the see Schedule "A" attached.

SCHEDULE "A"

PARCEL "A":

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Union Avenue distant the following courses and distances from the corner formed by the intersection of the easterly side of Quassaick Avenue (Route No. 94) a 60 foot street, with the northerly side of Cedar Lane, a 50 foot street;

1. North 40 degrees 35 minutes 30 seconds East 1077.52 feet along the easterly side of Quassaick Avenue to its point of intersection with the southerly boundary line of lands now or formerly belonging to Shell Oil Company;
2. South 49 degrees 32 minutes 37 seconds East 175 feet along said lands of Shell Oil Company to a corner in said lands;
3. North 40 degrees 35 minutes 30 seconds East 250 feet still along said lands to the southerly side of Union Avenue;
4. South 49 degrees 32 minutes 37 seconds East along the southerly side of Union Avenue 110.48 feet; and
5. South 51 degrees 06 minutes 10 seconds East still along the southerly side of Union Avenue 187.65 feet to the point or place of beginning, running thence from said point of beginning along the southerly side of Union Avenue South 51 degrees 06 minutes 10 seconds East 300.00 feet to a corner, thence South 31 degrees 21 minutes 06 seconds West 407.81 feet; thence North 51 degrees 06 minutes 10 seconds West 361.51 feet to the point; thence North 40 degrees 01 minutes 30 seconds East 404.36 feet to the point or place of Beginning.

BEING the same premises described in a deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated March 30, 1970 and recorded April 15, 1970, in the office of the Orange County Clerk in Liber 1844 at Page 316.

DESCRIBED on the records of the City School District of the City of Newburgh, New York as Account No. 78652 (23-1-4, Res. 3.1 acre, S. Union Ave.).

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Union Avenue distant the following courses and distances from the corner formed by the intersection of the easterly side of Quassaick Avenue (Route No. 94) a 60 foot street, with the northerly side of Cedar Lane, a 50 foot street;

1. North 40 degrees 35 minutes 30 seconds East 1077.52 feet along the easterly side of Quassaick Avenue to its point of intersection with the southerly boundary line of lands now or formerly belonging to Shell Oil Company;

2. South 49 degrees 32 minutes 37 seconds East 175 feet along said lands of Shell Oil Company to a corner in said lands;

3. North 40 degrees 35 minutes 30 seconds East 250 feet still along said lands to the southerly side of Union Avenue;

4. South 49 degrees 32 minutes 37 seconds East along the southerly side of Union Avenue 110.48 feet; and

5. South 51 degrees 06 minutes 10 seconds East still along the southerly side of Union Avenue 187.65 feet to the point or place of beginning, running thence from said point of beginning along the southerly side of Union Avenue South 51 degrees 06 minutes 10 seconds East 300.00 feet to a corner, thence South 31 degrees 21 minutes 06 seconds West 407.81 feet; thence North 51 degrees 06 minutes 10 seconds West 361.51 feet to the point; thence North 40 degrees 01 minutes 30 seconds East 404.36 feet to the point or place of Beginning.

BEING the same premises described in a deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated March 30, 1970 and recorded April 15, 1970, in the office of the Orange County Clerk in Liber 1844 at Page 316.

DESCRIBED on the records of the City School District of the City of Newburgh, New York as Account No. 78652 (23-1-4, Res. 3.1 acre, S. Union Ave.).

SCHEDULE "A"
(Continued)

PARCEL "B":

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at an angle point in the Southerly side line of Union Avenue, distant 110.48 feet on a bearing of South 49 degrees 32 minutes 37 seconds East from the northeasterly corner of lands now or formerly Shell Oil Company and from thence:

1. Along the southerly side line of Union Avenue South 51 degrees 06 minutes 10 seconds East, a distance of 100.99 feet to a corner and from thence;
2. South 40 degrees 01 minutes 30 seconds West, a distance of 404.36 feet to a corner and from thence;
3. North 51 degrees 06 minutes 10 seconds West, a distance of 56.78 feet to a bend and from thence;
4. North 52 degrees 29 minutes 00 seconds West, a distance of 15.25 feet to a corner and from thence;
5. North 40 degrees 01 minutes 30 seconds East, a distance of 93.93 feet to a corner and from thence;
6. North 49 degrees 58 minutes 30 seconds West, a distance of 40.00 feet to a corner and from thence;
7. North 42 degrees 03 minutes 39 seconds East, a distance of 310.42 feet to the southerly side of Union Avenue and the above described point or place of beginning.

BEING part of the premises described as Parcel IV in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967, in Liber 1783 of Deeds at Page 1070.

SAID premises being included on the records of the City School District of the City of Newburgh as Account No. 78650 (23-1-3, 23-1-53.1, 3.3 A, 3.1A, Shopping Center, E. Rte. 94).

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at an angle point in the Southerly side line of Union Avenue, distant 110.48 feet on a bearing of South 49 degrees 32 minutes 37 seconds East from the northeasterly corner of lands now or formerly Shell Oil Company and from thence:

1. Along the southerly side line of Union Avenue South 51 degrees 06 minutes 10 seconds East, a distance of 100.99 feet to a corner and from thence;
2. South 40 degrees 01 minutes 30 seconds West, a distance of 404.36 feet to a corner and from thence;
3. North 51 degrees 06 minutes 10 seconds West, a distance of 56.78 feet to a bend and from thence;
4. North 52 degrees 29 minutes 00 seconds West, a distance of 15.25 feet to a corner and from thence;
5. North 40 degrees 01 minutes 30 seconds East, a distance of 93.93 feet to a corner and from thence;
6. North 49 degrees 58 minutes 30 seconds West, a distance of 40.00 feet to a corner and from thence;
7. North 42 degrees 03 minutes 39 seconds East, a distance of 310.42 feet to the southerly side of Union Avenue and the above described point or place of beginning.

BEING part of the premises described as Parcel IV in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967, in Liber 1783 of Deeds at Page 1070.

SAID premises being included on the records of the City School District of the City of Newburgh as Account No. 78650 (23-1-3, 23-1-53.1, 3.3 A, 3.1A, Shopping Center, E. Rte. 94).

SCHEDULE "A"
(Continued)

PARCEL "C":

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Quassaick Avenue (Route #94) a 60 feet street, distant 1002.52 feet on a bearing of North 40 degrees 35 minutes 30 seconds East, from the northerly line of Cedar Lane, a 50 feet street and from thence;

1. Continuing along the easterly line of Quassaick Avenue (Route #94) North 40 degrees 35 minutes 30 seconds East 75.00 feet to land now or formerly of Shell Oil Company; thence

2. South 49 degrees 32 minutes 37 seconds East, along said lands of Shell Oil Company, 140.00 feet; thence

3. South 40 degrees 35 minutes 30 seconds West, along other lands of Squire Village, Inc., 75 feet; thence

4. Still along lands of Squire Village Inc. North 49 degrees 32 minutes 37 seconds West, 140.0 feet to the easterly side of Quassaick Avenue (Route #94) the point or place of beginning.

BEING the same premises described as Parcel VI in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967 in Liber 1783 of Deeds at Page 1070.

SAID premises being described on the records of the City School District of the City of Newburgh, New York, as Account No. 78651 (23-1-2, Bank, 75 x 140 E. Rte. 94).

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Quassaick Avenue (Route #94) a 60 feet street, distant 1002.52 feet on a bearing of North 40 degrees 35 minutes 30 seconds East, from the northerly line of Cedar Lane, a 50 feet street and from thence;

1. Continuing along the easterly line of Quassaick Avenue (Route #94) North 40 degrees 35 minutes 30 seconds East 75.00 feet to land now or formerly of Shell Oil Company; thence

2. South 49 degrees 32 minutes 37 seconds East, along said lands of Shell Oil Company, 140.00 feet; thence

3. South 40 degrees 35 minutes 30 seconds West, along other lands of Squire Village, Inc., 75 feet; thence

4. Still along lands of Squire Village Inc. North 49 degrees 32 minutes 37 seconds West, 140.0 feet to the easterly side of Quassaick Avenue (Route #94) the point or place of beginning.

BEING the same premises described as Parcel VI in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967 in Liber 1783 of Deeds at Page 1070.

SAID premises being described on the records of the City School District of the City of Newburgh, New York, as Account No. 78651 (23-1-2, Bank, 75 x 140 E. Rte. 94).

SCHEDULE "A"
(Continued)

PARCEL "D":

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Quassaick Avenue (Route #94) a 60 foot street, distant 594.13 feet on a bearing of North 40 degrees 35 minutes 20 seconds East, from the northerly side line of Cedar Lane, a 50 foot street and from thence (1) along the easterly sideline of Quassaick Avenue (Route #94) North 40 degrees 35 minutes 30 seconds East a distance of 408.39 feet to a point; thence (2) North 49 degrees 32 minutes 37 seconds East, a distance of 140 feet, thence (3) North 40 degrees 35 minutes 30 seconds East 75.00 feet to the lands now or formerly of Shell Oil Company; thence (4) along the lands of Shell Oil Company North 49 degrees 32 minutes 37 seconds East 35 feet (5) along the last mentioned lands North 40 degrees 35 minutes 30 seconds East 250.00 feet to the Southerly side line of Union Avenue, thence (6) along the said last mentioned Union Avenue South 49 degrees 32 minutes 37 seconds East a distance of 110.48 feet to a corner; thence (7) South 42 degrees 03 minutes 39 seconds West 310.42 feet to a corner; thence (8) South 49 degrees 50 minutes 30 seconds East 40 feet to a corner; thence (9) South 40 degrees 01 minutes 30 seconds West 93.93 feet to a corner; thence (10) South 52 degrees 29 minutes 00 seconds East 15.25 feet to a point; thence (11) South 51 degrees 06 minutes 10 seconds East 56.78 feet to a corner; thence (12) North 40 degrees 01 minutes 30 seconds East 404.36 feet to the southerly side of Union Avenue; thence (13) South 51 degrees 06 minutes 10 seconds East along said southerly side of Union Avenue 86.66 feet to a corner; thence (14) South 40 degrees 01 minutes 30 seconds West, a distance of 404.36 feet to a corner; thence (15) North 51 degrees 06 minutes 10 seconds West, a distance of 27.06 feet to a corner; thence (16) South 40 degrees 35 minutes 30 seconds West a distance of 274.48 feet to a corner; thence (17) North 49 degrees 24 minutes 30 seconds West, a distance of 145.00 feet to a corner; thence (18) South 40 degrees 35 minutes 30 seconds West a distance of 60.00 feet to a corner; thence (19) North 49 degrees 24 minutes 30 seconds West, a distance of 305.00 feet to the easterly sideline of Quassaick Avenue (Route #94) to the above described point or place of beginning.

BEING a portion of Parcel IV as described in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967, in Liber 1783 of Deeds at Page 1070.

SAID premises being included on the records of the City School District of the City of Newburgh as Account No. 78650 (23-1-3, 23-1-53.1, 3.3A, 3.1A, Shopping Center, E. Rte. 94).

Parcels "A" through "D" inclusive are subject to easements and mortgages of record.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Quassaick Avenue (Route #94) a 60 foot street, distant 594.13 feet on a bearing of North 40 degrees 35 minutes 20 seconds East, from the northerly side line of Cedar Lane, a 50 foot street and from thence (1) along the easterly sideline of Quassaick Avenue (Route #94) North 40 degrees 35 minutes 30 seconds East a distance of 408.39 feet to a point; thence (2) North 49 degrees 32 minutes 37 seconds East, a distance of 140 feet, thence (3) North 40 degrees 35 minutes 30 seconds East 75.00 feet to the lands now or formerly of Shell Oil Company; thence (4) along the lands of Shell Oil Company North 49 degrees 32 minutes 37 seconds East 35 feet (5) along the last mentioned lands North 40 degrees 35 minutes 30 seconds East 250.00 feet to the Southerly side line of Union Avenue, thence (6) along the said last mentioned Union Avenue South 49 degrees 32 minutes 37 seconds East a distance of 110.48 feet to a corner; thence (7) South 42 degrees 03 minutes 39 seconds West 310.42 feet to a corner; thence (8) South 49 degrees 50 minutes 30 seconds East 40 feet to a corner; thence (9) South 40 degrees 01 minutes 30 seconds West 93.93 feet to a corner; thence (10) South 52 degrees 29 minutes 00 seconds East 15.25 feet to a point; thence (11) South 51 degrees 06 minutes 10 seconds East 56.78 feet to a corner; thence (12) North 40 degrees 01 minutes 30 seconds East 404.36 feet to the southerly side of Union Avenue; thence (13) South 51 degrees 06 minutes 10 seconds East along said southerly side of Union Avenue 86.66 feet to a corner; thence (14) South 40 degrees 01 minutes 30 seconds West, a distance of 404.36 feet to a corner; thence (15) North 51 degrees 06 minutes 10 seconds West, a distance of 27.06 feet to a corner; thence (16) South 40 degrees 35 minutes 30 seconds West a distance of 274.48 feet to a corner; thence (17) North 49 degrees 24 minutes 30 seconds West, a distance of 145.00 feet to a corner; thence (18) South 40 degrees 35 minutes 30 seconds West a distance of 60.00 feet to a corner; thence (19) North 49 degrees 24 minutes 30 seconds West, a distance of 305.00 feet to the easterly sideline of Quassaick Avenue (Route #94) to the above described point or place of beginning.

BEING a portion of Parcel IV as described in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967, in Liber 1783 of Deeds at Page 1070.

SAID premises being included on the records of the City School District of the City of Newburgh as Account No. 78650 (23-1-3, 23-1-53.1, 3.3A, 3.1A, Shopping Center, E. Rte. 94).

Parcels "A" through "D" inclusive are subject to easements and mortgages of record.

SCHEDULE "A"
(Continued)

PARCEL "E":

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying, and being in the

TOWN OF NEW WINDSOR designated on the Orange County Tax Map as

Section 27, Block 5, Lot 2

Section 27, Block 5, Lot 4

Section 27, Block 5, Lot 5

BEING a portion of the same premises conveyed to Barclay Manor, Inc., by Deed dated March 13, 1974, and recorded in the Orange County Clerk's Office in Liber 1972 of Deeds at Page 660.

PARCEL "F":

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying, and being in the

TOWN OF NEW WINDSOR designated on the Orange County Tax Map as

Section 27, Block 3, Lot 11

Section 27, Block 3, Lot 12

BEING a portion of the same premises conveyed to Barclay Manor, Inc., by Deed dated March 13, 1974, and recorded in the Orange County Clerk's Office in Liber 1972 of Deeds at Page 660.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECORDED DEED NO. 11, 1941
HONOLULU PUBLIC OR NEW ZEALAND
COUNTY OF HAWAII

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECORDED
INDEXED
JAN 11 1983
CLERK OF SUPERIOR COURT
COUNTY OF HENRICO, VIRGINIA

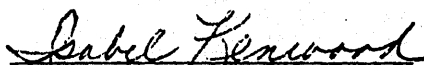
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

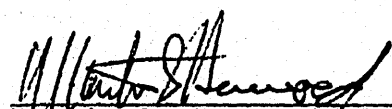
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

BARCLAY MANOR, INC.


Isabel Kenwood, Secretary


Martin S. Kenwood, President

Dated: December 29, 1982

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF

On the 29 day of December 1952, before me
personally came Martin S. Kennerly
to me known, who, being by me duly sworn, did depose and
say that he resides at No. 8427 COURT
SUFFERIN NY 10901 ;

that he is the PRESIDENT
of Barclay Mann Inc., the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

FRANK S. HARDY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 27, 1957

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

TO

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No. ;

that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No.

STATE OF NEW YORK, COUNTY OF *Putnam*

ss:

On the *29* day of *December* 19 *84*, before me personally came *Martin S. K...* to me known, who, being by me duly sworn, did depose and say that he resides at No. *8487 COURT SUFFERN NY 10901*; that he is the *PRESIDENT* of *Bancay Manor Inc*, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Frank S. Hardy

FRANK S. HARDY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 27, 1987

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

TO

STATE OF NEW YORK, COUNTY OF

981

On the _____ day of _____ 19 _____, before me personally came _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____; that he knows _____

_____ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No.

Reserve this space for use of Recording Office.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Ordinance on the following proposition:

Appeal No. 6

Request of FRANKLIN ASSOCIATES

for a VARIANCE ~~SPECIAL PERMIT~~ of
the regulations of the Zoning Ordinance to
permit leasing of former A & P structure at
Squire Village Shopping Center for offices and
design center in a Neighborhood/Commercial zone

being a VARIANCE ~~SPECIAL PERMIT~~ of
Section 48-9 - Table of Use Regs.-Col. A
for property situated as follows:

Squire Village Shopping Center, Route 94,
New Windsor, N. Y. known and designated as
Section 23 - Block 1 - Lot 53.

SAID HEARING will take place on the 11th day of
February, 1985, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

DANIEL P. KONKOL
Chairman



23-1-53.2

DESCRIPTION

E SQUASSAICK AVE
Acres 3.1

	19	19	19	19
TS				
EXEMPTION				
TAXABLE				

334800 23. 1 53.01
SWIS S B L SUFI

PROPERTY ADDRESS: QUASSAICK AVE

OWNER: BARCLAY MANOR INC

MAILING ADDRESS: PO BOX 16 N.W.

SITE: PROPERTY CLASSIFICATION:

EXEMPT (E OR N)

CARD OF GRID COORDINATES E

SALE PRICE: DATE: N

SALE PRICE: DATE:

SALES SOURCE: 1 BUYER 2 SELLER 3 FEE 4 AGENT
VERIFICATION VALID SALE: 0 NO 1 YES
SALES TYPE: 1 LAND 2 BUILDING 3 LAND AND BUILDING

LAND DESCRIPTION		VALUATION FRONTAGE	VALUATION DEPTH	UNIT PRICE	DEPTH FACTOR	ADJUSTED FF PRICE	INFLUENCE			LAND VALUE
0 NONE	N						CODE	2	%	
1. PRIMARY SITE	LOT									
2. SECONDARY SITE										
3. DEVELOPED										
4. RESIDUAL										
5. BILLABLE	SQUARE FEET		SQ. FT							
6. PASTURE	S		SQ. FT							
7. WOODLAND	S		SQ. FT							
8. WASTELAND	S		SQ. FT							
9. RUCK	S		SQ. FT							
10. WATERFRONT	ACREAGE		SQ. FT							
11. RICHARD	A		ACRES							
12. BEAR	A		ACRES							
13. DOWNSITE	A		ACRES							
14. PT. SITE	A		ACRES							
15. PROPOSED ROAD	A		ACRES							
16. LOW	A		ACRES							
17. OTHER	A		ACRES							
TOTAL										

RECORD OF OWNERSHIP	
1	
2	
3	
4	

SPECIAL DISTRICTS	
SEWER	FIRE
PARK	WATER
SCHOOL	LIGHT
AUDIT CONTROL	
MEASURED BY:	DATE
LISTED BY:	DATE

SITE DESCRIPTION: GENERAL PROPERTY FACTORS	
NEIGHBORHOOD I.D.	
ZONING: (SBEA Numerical Codes)	
TRAFFIC: 1 LIGHT 2 MEDIUM 3 HEAVY	
PEDESTRIAN TRAFFIC: 1 LIGHT 2 MEDIUM 3 HEAVY	
NEIGHBORHOOD TREND: 1 DECLINING 2 STATIC 3 IMPROVING	
PARKING: 1 INADEQUATE 2 ADEQUATE	
ACCESSIBILITY: 1 INADEQUATE 2 ADEQUATE	
WATER: 0 NONE 1 PRIVATE 2 COMMERCIAL 3 PUBLIC	
SEWER: 0 NONE 1 PRIVATE 2 COMMERCIAL 3 PUBLIC	
NEIGHBORHOOD TYPE: 1 RURAL 2 URBAN 3 SUBURBAN 4 SUB DIV.	
LANDSCAPING: 1 NONE 2 AVERAGE 3 EXTENSIVE	
OVERALL SITE DISIRABILITY: 1 POOR 2 TYPICAL 3 SUPERIOR	
ROAD: 0 NONE 1 DIRT 2 GRAVEL 3 LOCAL PAVED 4 STATE	
OTHER UTILITIES: 0 NONE 1 GAS 2 ELECTRIC 3 GAS/ELECTRIC	

ORANGE COUNTY COMMERCIAL

SOURCE: 1 OWNER 2 SPOUSE 3 TENANT